

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment ("Amendment") to License Agreement is being made this 18 day of August, 2010, between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and The Clara Barton Day Care Center, Inc., a Maryland private non-profit corporation and a Child Care Provider (the "Licensee" or the "Provider"), (the County and the Licensee or Provider together the "Parties.").

WHEREAS, the Parties entered into a License Agreement dated February 18, 2008 as amended by the First Amendment to License Agreement dated October 6, 2009 (collectively the "License") for the Licensed Premises described as containing approximately 2,905 licensable square feet located in Building located at 7425 MacArthur Boulevard, Cabin John, Maryland, 20818, in Montgomery County, Maryland (the "Licensed Premises"); and

WHEREAS, the License Agreement terminated on June 30, 2010; and

WHEREAS, the Licensee had the option to renew the term of the License for two (2) years, provided the Licensee had met all the terms and conditions of the License; and

WHEREAS, under the terms of the License the Licensee was required to maintain accreditation of its Program by the Maryland State Department of Education or the National Association for the Education of Young Children; and

WHEREAS, the Licensee was in the process of obtaining said accreditation and in lieu of the Licensee exercising the first option, the County agreed to extend the term of the License for one (1) year through June 30, 2010 to allow the Licensee to obtain such accreditation; and

WHEREAS, the Licensee has obtained said accreditation and the County has agreed to extend the term of the License for an additional (1) year; and

WHEREAS, the County hereby elects to extend the License, subject to certain terms and conditions agreed upon by the Parties as follows:

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Unless otherwise set forth in this Second Amendment to License, all capitalized terms shall have the same meanings as set forth in the License.
2. License Term: Under the terms and conditions of paragraph 2, the License Term expired on June 30, 2010. The County has agreed to extend the term of the License for one (1) additional year, so that the expiration date shall be June 30, 2011. The period from July 1, 2010 through June 30, 2011 is hereafter referred to as the "License Term".
3. Renewal Term: Effective as of the date hereof, paragraph 3, the Renewal Option shall be deleted in its entirety and the following shall be added in lieu thereof:

"The Licensee may, at its option, extend the License Term for two (2) additional and consecutive two (2) year terms (the "Renewal Terms"), provided that: (a) the Licensee is not in default of any of the provisions of this License; (b) the License is in full force and effect; (c) the County has not given the Licensee notice of the County's intention to terminate the License; (d) The Licensee's license to operate a Child Care Center has not been revoked or suspended by the issuing entity; and (e) the Licensee provides the County with written notice that the Licensee intends to exercise any of the Licensee's options to extend the License Term, one hundred and twenty (120) days prior to the expiration of the current License Term. TIME IS OF THE ESSENCE FOR THE LICENSEE'S NOTICE TO THE COUNTY."

4. Mailing Notices: Effective as of the date hereof, the County Address shall be deleted in its entirety and the following shall be added in lieu thereof:

“County:

Montgomery County, Maryland

Department of General Services

Office of Real Estate

101 Monroe Street, 9<sup>th</sup> Floor

Rockville, Maryland 20850

Attn: Director of Real Estate”

4. This Second Amendment to License Agreement is incorporated into the License Agreement and shall be deemed a part thereof. All terms and provisions of the License Agreement not expressly modified in this Second Amendment shall remain the same and in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to License Agreement to be properly executed.

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Julie White

By: Diane Schwartz Jones  
Diane Schwartz Jones  
Assistant Chief Administrative Officer

Date: 8/18/2010

WITNESS:

LICENSEE:

CLARA BARTON DAY CARE CENTER, INC.

By: Wapbell

By: Frederic M. Owen

Date: 7/19/10

APPROVED AS TO FORM & LEGALITY RECOMMENDED:  
OFFICE OF THE COUNTY ATTORNEY

By: Wah Mays

By: Cynthia L. Brenneman  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 7/9/10

Date: 7/1/10